



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cyclone Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR

Introduction

This matter was conducted by way of Direct Request Proceeding, pursuant to Section 55(4) of the *Residential Tenancy Act* (the "Act"), and dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession and a Monetary Order.

The Landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on May 16, 2014, at 2:53 p.m., the Landlord's agent mailed the Notice of Direct Request Proceeding by registered mail to the Tenant at the rental unit. The Landlord provided a copy of the registered mail receipt and tracking number in evidence.

Based on the Landlord's written submissions, I find that the Tenant has been served with the Direct Request Proceeding documents.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

Background and Evidence

The Landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notice of Direct Proceeding for the Tenant;
- A copy of the Proof of Service of the 10 Day Notice to End Tenancy for Unpaid Rent;
- A copy of a residential tenancy agreement which was signed on November 24, 2004, indicating a monthly rent of \$670.00 due on the first day of the month;
- A copy of a Notice of Rent Increase dated November 30, 2010; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent which was issued on May 2, 2014, with a stated effective vacancy date of May 15, 2014, for \$1,555.00 in unpaid rent.

Documentary evidence filed by the Landlord indicates that rent remains unpaid for the months of March, April and May, 2014. The documentary evidence indicates that the Landlord's agent served the 10 Day Notice to End Tenancy for Unpaid Rent by posting the document to the Tenant's door on May 2, 2014, at 4:40 p.m. The Proof of Service document is signed by a witness.

The Tenant did not apply to dispute the Notice to End Tenancy within five days from the date of service.

Analysis

I note that the tenancy agreement indicates the name of the apartment building rather than the name of the Landlord. However, it is clear from all of the documents provided that the address for service of the Landlord is the same as the address of the apartment building and the Tenant did not dispute the Notice. I am satisfied that the Landlord is the Tenant's landlord.

I accept that Notice to End Tenancy was posted to the Tenant's door on May 2, 2014. Service in this manner is deemed to be effected 3 days after posting the document, in this case May 5, 2014. I accept the evidence before me that the Tenant failed to pay the rent owed in full within the 5 days granted under Section 46 (4) of the *Act*.

Based on the foregoing, I find that the Tenant is conclusively presumed under Section 46(5) of the *Act* to have accepted that the tenancy ended on May 15, 2014. Therefore, I find that the Landlord is entitled to an Order of Possession.

Conclusion

Pursuant to the provisions of Section 55 of the *Act*, I hereby provide the Landlord with an Order of Possession effective **two days after service** of the Order upon the Tenant. This Order may be filed in the Supreme Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 02, 2014

Residential Tenancy Branch

